

## Request to appear before the Board of Selectmen

Unless the issue is an emergency, all requests need to be furnished to the Town Administrator no later than noon on the Thursday prior to the Board Meeting.

**Name:** James Brace, Chief of Police

**Date:** 7/15/15

**Phone Number:** 6034872433

**Email:** j.brace@newbostonnh.gov

**ACTION DESIRED:** Please specify what action you desire the Board of Selectmen to take as a result of your presentation. Please be as specific as possible.

Item #1  
Introductions, Formal Swearing, and Promotion Ceremony  
Matthew M. French, Lieutenant  
Matthew Koziol, Patrolman (Part-time)  
Brandon Tucker, Patrolman (Part-time)

Item#2  
Request for non-public session pursuant to NH RSA 91-A:3 II (a) (c) (e)

**PREVIOUS STEPS TAKEN:** Please indicate any attempts that you have made to resolve this issue prior to asking to appear before the Board of Selectmen. If current procedures require that you place your request elsewhere prior to possible action by the Board of Selectmen, the Town Administrator shall inform you at the time you complete this form.

Print Form

## T R A I N I N G    A G R E E M E N T

THIS AGREEMENT is entered into this \_\_\_ th day of July, 2015, by and between (NAME), of NEW BOSTON, NEW HAMPSHIRE, hereinafter "Candidate" and the TOWN OF NEW BOSTON, NEW HAMPSHIRE hereinafter "Town of New Boston":

**WHEREAS**, the candidate has been appointed to the position of Full-Time Police Officer and will start said employment on (DATE);

**WHEREAS**, the Town of New Boston has accepted the Candidate's application and, among other things, the Town of New Boston will send the Candidate to the New Hampshire Police Standards and Training Academy for training as a Police Officer for which the Town will expend approximately \$24,000 and in return for said investment the Town expects to receive the services of a fully trained Police Officer;

**WHEREAS**, the Candidate acknowledges that HE will receive said training at the expense of the Town of New Boston which will be used by him in future employment endeavors which are not necessarily limited to employment as a Police Officer for the Town of New Boston;

**WHEREAS**, the Town of New Boston has determined that the cost of said training is approximately \$24,000 and the parties hereto are desirous of having that debt represented in the form of a Promissory Note from the Candidate to the Town which note shall provide for payment of \$24,000 at the rate of 5% to the extent that the town does not receive thirty six months (36) months of services from the Candidate as a fully trained Police Officer;

**N O W T H E R E F O R E**, the Candidate and the Town of New Boston do mutually covenant and agree:

1) The Candidate agrees to serve as a Probationary Police Officer and subsequently as a Police Officer in any duty assignment assigned by the Police Department. The Candidate further agrees to perform all assignments in a satisfactory manner.

2) The Town of New Boston will provide the law enforcement training specified above and pay the Candidate a wage during and subsequent to training in accordance with the pay scale as established by the Town of New Boston.

3) The parties agree that the cost of the training at the New Hampshire Police Standards and Training Academy is approximately \$24,000 and that the Town of New Boston is obligated to pay that amount to provide training to the Police Officer referred to herein and, accordingly, the parties hereto agree that the Police Officer shall, coincidentally with the execution of this agreement, execute a promissory note payable to the Town of New Boston in the principal amount of \$25894.86 together with interest at the rate of 5% per annum, which amount shall be paid in the form of (36) equal weekly installments of \$719.30. Said

amount shall be payable in monthly installments as indicated with the first such payment commencing on the first Monday of each month following COMPLETION of the FULL TIME Police Academy and a like amount on the 1st Monday of each and every month thereafter until said amount, together with interest, is paid in full as represented by the promissory note, a copy of which is attached hereto and incorporated herein by reference.

It is further understood and agreed that the town shall forego each of said monthly payments to the extent that the Police Officer remains employed FULL time as a Town of New Boston Police Officer for a period of thirty (36) months following the date of this agreement.

It is understood and agreed by and between the parties that it is contemplated that the Police Officer will work at least thirty (36) months a Police Officer and if the Police Officer completes thirty six (36) months of employment in that fashion, HE shall be entitled to a discharge in full of any monies due and owing as a result of the aforementioned promissory note.

It is further understood and agreed by and between the parties that during said employment, the Candidate will accrue Vacation and Personal Time benefits. In the event the Candidate voluntarily resigns or is terminated for cause during the thirty six (36) month period, HE/SHE shall forfeit all accruals towards the unpaid balance of their contract. Unexpended Vacation and Personal time totals will be calculated at their current rate of pay and the total shall be applied towards the unpaid balance of the employment contract. Sick time shall not be included in the calculations. In the event the unpaid balance becomes satisfied, the employee shall receive any remaining balance(s) in their final paycheck.

In the event that the Police Officer is terminated for cause during the thirty six (36) month period or voluntarily resigns during said period, then the Police Officer shall be responsible to the Town of New Boston for the payment of the promissory note to the extent that there remains an undischarged portion of the debt. It is understood between the parties that the debt shall be amortized by the forgiving and discharge of a monthly payment for each full month of employment.

4) No monies under the promissory note will be payable in the event that the Candidate is required to terminate his employment due to a disabling illness or injury. In that event the promissory note shall be discharged and forgiven in full. No payments will be payable in the event that the Candidate is found unsuitable for employment under the program during the Probationary Period by the training staff, the Chief of Police has recommended his/her non-retention, and the Board of Selectmen had concurred with this recommendation.

5) It is understood that in the event that there is substantial evidence that the Candidate has been dismissed for cause or as a result of misrepresenting his/her basic

